

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

M² CONSULTING, INC.,

Plaintiff,

V.

Case No. 03-12589-GAO

MRO SOFTWARE, INC.,

Defendant.

[PROPOSED] PRELIMINARY INJUNCTION

IT IS HEREBY ORDERED THAT:

- I. The defendant-in-counterclaim, M2 Consulting, Inc. ("M2"), a corporation, and each and all of its shareholders, officers, agents, representatives, employees, attorneys, subsidiaries, affiliates, successors and assigns, and any and all persons in active concert or participation with M2, are hereby restrained and enjoined from making or using any copies of MRO Software, Inc.'s ("MRO") MAXIMO software application, in whole or in part. Specifically, M2 and all other persons described in this paragraph (collectively, "M2"), shall not do any of the following acts:
- A. Create or maintain copies of the MAXIMO software, in whole or in part, in tangible, electronic or any form or medium whatsoever, for M2's own use or the use of third parties, whether such copies are permanent in nature or temporary as may be created incident to the use of MAXIMO.
 - B. Provide any third parties with hosted access, or otherwise grant access, to the MAXIMO software.
- II. This Order shall not prevent M2 from providing hosting services to or on behalf of the following customers and end users, under and subject to the MAXIMO license agreements entered into by M2, identified as follows:

<u>Customer</u>	<u>MAXIMO Version</u>	<u># of End Users</u>	<u>License Number</u>
City of Venice, FL	4.1.1	1	LXN503235
Sodexho Mariot	4.0.2	3	500850
Sodexho Mariot	4.0.2	1	LEN500448
Sodexho Mariot	4.0.3	1	PEN500447

- III. This Order shall not prevent M2 from providing hosting services to or on behalf of independent third party customers, where each such customer is properly licensed to use the specific version of MAXIMO (and the specific patches, updates, upgrades or enhancements) that is being hosted by M2, and has transferred possession of such properly licensed version of the MAXIMO software to M2 to be hosted on behalf of the third party customer, and where such hosting by M2 does not in any way violate the license agreement between MRO and the third party, and M2 shall cease all use of patches, updates or enhancements on behalf of any customer for which such customer has not procured and fully paid a perpetual license.
- IV. Within fifteen days of the date of entry of this Preliminary Injunction, M2 shall do the following:
- A. Provide a copy of this Preliminary Injunction, by personal service or by certified mail (return receipt requested) to each and all of its shareholders, officers, agents, representatives, employees, subsidiaries, affiliates, successors and assigns, and any and all persons in active concert or participation with M2.
 - B. Provide notice, by letter, to all of its customers for which M2 provides hosted access to MRO's MAXIMO software (excluding customers for whom M2 hosts MAXIMO as permitted in paragraphs II and III, supra) that, pursuant to an order from this Court M2 is not permitted to provide hosted access to MRO's MAXIMO software. Such notice must state that M2 can no longer continue to perform under any contracts or agreements that require it to provide hosted access to MAXIMO.
 - C. Provide MRO with a complete list of all independent third party customers on behalf of which M2 is authorized to continue to use MAXIMO under paragraph III above, including the date of the license agreement between each independent third party customer and MRO, the license agreement number, the specific version of MAXIMO (including patch release or update number) that is being hosted by M2, the name of the each independent third party customer and the number of end users being provided access to MAXIMO by M2 for each independent third party customers.

- D. Impound all copies of the MAXIMO software or any excerpts or incomplete copies thereof and hold them pending further order of this Court.
- E. Provide counsel for MRO, Lee T. Gesmer, Gesmer Updegrove LLP, 40 Broad Street, Boston, MA 02109, with an affidavit stating the fact and manner of compliance with this Preliminary Injunction Order and identifying the names, addresses and positions of all persons notified under Section IV of this Order and shall include copies of all notices sent pursuant to Section IV of this Order.
- V. This Order shall remain in effect until such time as modified by this Court. This Court retains jurisdiction over this action and the parties thereto for the purposes of enforcing and modifying this Preliminary Injunction and granting such additional relief as the Court may find appropriate.

Dated:

, J.